



**DEPARTMENT OF PUBLIC WORKS**  
**INTEROFFICE MEMORANDUM**

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**TO:** Board of County Commissioners  
**VIA:** Terry L. Shannon, County Administrator *TLs*  
**FROM:** P. Rai Sharma, Director of Public Works *Rai*  
**DATE:** August 21, 2018  
**SUBJECT:** Option Contract Agreement with the State Highway Administration (SHA)  
MD RT2/4 improvements (Fox Run Blvd. to South of Commerce Lane)

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**Background:**

The Department of Public Works (DPW) received a Standard Option Contract for Right-of-Way Acquisition from the SHA, for Construction of MD RT2/4 improvements (Fox Run Blvd. to South of Commerce Lane) in Prince Frederick, Calvert County, Maryland.

**Discussion:**

Negotiations for Right of Way Acquisition have been completed by execution of a Memorandum of Understanding (MOU) by and between Calvert County and Maryland State Highway Administration. The Board approved an Entry Agreement to allow SHA and its contractors to enter the portion of the County's land at 435 N. Solomons Island Road, 170 Armory Road, and Dares Beach Road for the purpose of allowing construction improvements to commence. Once the Board approves and SHA fully executes the Option Contract, SHA will prepare the Deeds in accordance with the Right-of-Way Plats and MOU agreement. The Deeds will then be sent to the Board, following public process for approval and execution by the Board President. SHA will pay the County the total consideration amount of \$1,769,250.00 in settlement and then record the Deeds.

The Option Contract and related documents attached have been reviewed and approved by the County Attorney.

**Fiscal Impact:**

The Board of County Commissioners will receive payment from SHA in the amount of \$1,769,250.00 as total compensation for the right of way acquisitions.

**Conclusion/Recommendation:**

DPW recommends the Board of County Commissioners approve the execution of this agreement and authorize the President to sign the original Standard Option Contract with the SHA on behalf of the Board.

Attachments (5)  
Standard Option Contract  
Memorandum of Understanding  
Entry Agreement  
Offer Letter from MDOT  
Right of Way Plats

SHA 63.30-10(02/01/95)  
Office of Real Estate  
138 Defense Highway  
Annapolis, Maryland 21401

**Standard Option Contract**  
**with the**  
**State Highway Administration**  
**of the**  
**Maryland Department of Transportation**

R/W Contract No  
CA413A33  
Item No.  
109529&109564

THIS OPTION, granted this \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_,

BY:

Name:  
Board of Commissioners for Calvert County

Address:  
435 N. Solomons Island Rd  
Prince Frederick, MD 20678

and the Mortgagees, Trustees and/or Lien Holders listed in the PAYEE CLAUSE who will be contacted by the STATE HIGHWAY ADMINISTRATION for the purpose of agreeing to release the land, easements and/or rights hereinafter described from the operation and effect of any mortgage and/or lien which they may hold upon the property of the above mentioned persons, it being understood and agreed that they retain their rights as mortgagees and/or lienors in and to the remainder of the land of the above mentioned persons not hereby agreed to be conveyed.

All as the parties of the first part, hereinafter called the GRANTORS, to the STATE HIGHWAY ADMINISTRATION of the DEPARTMENT OF TRANSPORTATION, acting for and on behalf of the STATE OF MARYLAND, party of the second part, hereinafter called the GRANTEE.

- A. WHEREAS**, the said GRANTEE proposes to lay out, open, establish, construct, extend, widen, straighten, grade and improve as a part of the State Highway System of Maryland, a highway and/or bridge, together with the appurtenances thereto belonging, shown on the plans designated as Construction Contract No. CA4135370 for the improvements from Fox Run boulevard to south Commerce Lane (Phase 2, Segment 3) in Calvert County, Maryland.
- B. WITNESSETH**, that in consideration of the mutual benefits, inuring to each of the parties hereto and the covenants and agreements between them, incorporated herein, beneficial to each of the parties to this agreement, the said GRANTORS do hereby give and grant to the GRANTEE, its successors and assigns, the exclusive right and option to purchase for a period of six (6) months from the date hereof, for the sum of *One Million Seven Hundred Sixty Nine Thousand Two Hundred Fifty Dollars (\$1,769,250.00)* all of the following described land, easements, rights, privileges and controls as set forth in this document.
- C. ALL THE LAND AND PREMISES**, together with the appurtenances thereto belonging, or in anywise appertaining, lying between the outermost lines designated "Right of Way Line", as shown and/or indicated, on State Highway Administration's plats numbered 60909, 60910, 60911 (Issued 8-11-2017) all which plat is made a part hereof and which is duly recorded, or intended to be recorded among the Land Records of Prince George's County, Maryland.

- D. TEMPORARY CONSTRUCTION EASEMENT:** Temporary easement to be used only during the period of construction for the purpose of erosion and sediment control, construction, and fine grading and at the termination of the construction all rights hereby acquired by the State Highway Administration-State Roads Commission shall then terminate and revert to the property owners.
- E. ON-SITE IMPROVEMENTS:** IT IS FURTHER AGREED that the cash consideration of \$1,769,250.00 called for on page one, paragraph 'B' of this contract includes the sum as payment in full for all on-site improvements that lie within the fee and/or easement areas to be conveyed.
- F. IT IS FURTHER AGREED:** that any additional damages to improvements within the Easement Area or adjacent property, not already compensated for in this contract, that are directly or indirectly attributed to the GRANTEE's use of the Easement Area shall be promptly restored and repaired so that such damaged improvement is in as good or better condition than it was immediately before such damage occurred.
- G. IT IS FURTHER AGREED** that the deed or deeds or other instruments of conveyance executed by the GRANTORS conveying to the GRANTEE all the land, premises, easements, rights and privileges described in this option must contain covenants (running with and binding the remaining property of the GRANTORS, and binding the GRANTORS, their heirs, successors and assigns) that will perpetuate all the rights and privileges agreed to be conveyed to the GRANTEE under the provisions of this option. The terms and conditions of this contract shall survive the execution and delivery of the deed and shall not become merged therein.
- H. IT IS FURTHER AGREED** that the GRANTORS herein do hereby authorize and designate

Name:

Address:

Board of Commissioners for Calvert County

175 Main Street  
Prince Frederick, MD 20678

as their specified Agents or the individual Grantors to receive, on their behalf, the official notice of the acceptance of this option by the GRANTEE, said notice to be forwarded by mail to said specified Agent or Grantor. The said GRANTORS do hereby further authorize the GRANTEE, its members, officers, agents or employees to enter in and upon the hereinbefore described premises and proceed with the construction of the said state roads and/or bridge and their appurtenances, immediately upon the mailing by the GRANTEE to said Agent or Grantor, by mail, of the said notice of the acceptance of this option. The taking possession of said land and premises by the GRANTEE, however, shall not be construed as a waiver of any objection to title.

- I. **IT IS FURTHER AGREED** that upon acceptance of this option by the GRANTEE and upon payment of the sum set forth in Paragraph B by the Grantee to the Grantor, said GRANTORS will, upon demand, convey unto the State of Maryland, to the use of the State Highway Administration of the Department of Transportation (or to such person or persons as may be designated by the GRANTEE), by a special warranty deed, or deeds, a good and marketable fee simple title, the same to be delivered to the office of the GRANTEE at Baltimore, Maryland, or to a duly appointed agent acting for the GRANTEE in this particular instance, within thirty (30) days from the date of said demand, to be made in writing within three (3) months from the date of the acceptance of this option; provided that, GRANTORS and GRANTEE further agree each to employ their best efforts to conform with said time periods except, however, that no cause of action shall lie for the failure of such best efforts to so conform. The deed or deeds, and other instruments of conveyance must meet with the approval of the Office of Counsel of the State Highway Administration and shall contain the covenants set forth in this option.
- J. **IT IS FURTHER AGREED** that all taxes on the land hereby agreed to be conveyed in fee simple shall be apportioned as of the date the GRANTEE takes possession, or has the right to take possession, or upon the actual transfer of title to the property to the GRANTEE whichever occurs first. For this option, said date is considered to be the date of acceptance of this Option Contract.
- K. **PAYEE CLAUSE:** Payment shall be made for the land and rights herein agreed to be conveyed, upon delivery of a deed of conveyance, by check, from the Treasurer of the State of Maryland, said checks, except as herein otherwise provided, to be made payable to: Board of Commissioners for Calvert County and/or to its successors and assigns.
- L. **IT IS FURTHER AGREED** that the contents of this option and the acceptance thereof, comprise the entire contract and that no verbal representations made before or after the signing hereof, or anything not herein written, shall vary the terms of this option, and that the payment of \$1,769,250.00 by the GRANTEE shall constitute full and final payment for the acquisition of the property described in this option, and any damages to the remainder thereof, if any. Relocation Assistance payments and services if any, are in addition to, and are not included, as any part of this option contract. The parties hereto have executed a Memorandum of Understanding dated August 18, 2018, the terms of which are hereby incorporated by reference and shall survive execution of any deed contemplated hereby and shall not become merged therein.



IN WITNESS, WHEREOF THE GRANTORS have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS  
(SEAL) \_\_\_\_\_

\_\_\_\_\_  
Board of Commissioners for Calvert County, Representative

WITNESS  
(SEAL) \_\_\_\_\_

\_\_\_\_\_  
Approved for form  
and legal sufficiency

\_\_\_\_\_  
Office of County Attorney

STATE OF MARYLAND, COUNTY OF \_\_\_\_\_

I hereby certify that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF MARYLAND, in and for  
\_\_\_\_\_, personally appeared \_\_\_\_\_ Board of  
Commissioners for Calvert County, Representative, who acknowledged the foregoing option to be their respective  
act.

AS WITNESS MY HAND AND NOTARY SEAL, this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2017

NOTARY SEAL

My Commission expires

The a foregoing option is hereby accepted this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2017

STATE HIGHWAY ADMINISTRATION  
of the  
DEPARTMENT OF TRANSPORTATION OF MARYLAND

By \_\_\_\_\_

PO1746 C-1

## MEMORANDUM OF UNDERSTANDING

MD 2/4 Solomon's Island Road – Phase II

by  
and  
between

CALVERT COUNTY  
and  
MARYLAND STATE HIGHWAY ADMINISTRATION

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), made effective on this 17<sup>th</sup> day of August, 2017, by and between Calvert County Maryland, a body corporate and politic, hereinafter called the "COUNTY" and the State Highway Administration of the Maryland Department of Transportation, acting for and on behalf of the State of Maryland, hereinafter called "SHA". The COUNTY and SHA may sometimes hereinafter be collectively known as the "Parties."

WHEREAS, SHA under contract CA4135370 is currently designing improvements ("IMPROVEMENTS") to state rights-of-way, namely MD 2/4 (Solomon's Island Road), MD 402 Dares Beach Road and MD 765A (Main Street); and

WHEREAS, the IMPROVEMENTS shall include but not be limited to; i) construction of a New Service Road by SHA adjacent southbound MD 2/4, ii) relocation of an 8 inch Sewer Force Main, iii) widening along MD 2/4 and, iv) removal of pavement, landscaping and stabilization of the northern section of land underlying existing MD 765A between Commerce Lane and MD 2/4, (see EXHIBIT 1, attached hereto and incorporated herein); and

WHEREAS, SHA's IMPROVEMENTS also require certain modifications be made to COUNTY road CO 874 (Commerce Lane) ("MODIFICATIONS"); and

WHEREAS, the MODIFICATIONS shall include a realignment of CO 874 (Commerce Lane) to meet appropriate design standards (see EXHIBIT 1); and

WHEREAS, the IMPROVEMENTS and MODIFICATIONS shall include but not be limited to lane widening, new sidewalk, construction of a new roadway, adjustments to drains, reconfiguration and removal of existing roadways; and

WHEREAS, the IMPROVEMENTS and MODIFICATIONS are sometime referred to as the project, ("PROJECT"); and

WHEREAS, SHA shall obtain; i) an easement from the COUNTY onto CO 874 (Commerce Lane) in order to construct the PROJECT and, ii) right-of-way for the widening along MD 2/4; and

**WHEREAS**, pursuant to the COUNTY's 1989 Prince Frederick Master Plan and Zoning Ordinance, and SHA's 2001 Access Management Study for the MD 2/4 (Solomon's Island Road) corridor, a Road Transfer Agreement ("RTA") is necessary to address changes in ownership to MD 765A (Main Street) and CO 874 (Commerce Lane); and

**WHEREAS**, upon completion of construction of the PROJECT, SHA and the COUNTY shall immediately enter into a Road Transfer Agreement wherein; i) SHA shall convey the New Service Road and old MD 765A, including all of the IMPROVEMENTS made to those roadways, to the COUNTY; and ii) the COUNTY shall donate Commerce Lane including all of the MODIFICATIONS made to that roadway to SHA; and

**WHEREAS**, SHA desires to transfer ownership of the IMPROVEMENTS made by SHA to the COUNTY, and the COUNTY agrees to transfer ownership of the MODIFICATIONS to SHA under the authority of the Transportation Article Title 8-304 of the Annotated Code of Maryland which empowers SHA or the COUNTY to transfer title to, jurisdiction over and responsibility for the maintenance of any State highway or County road, or portion thereof, to the COUNTY or SHA; and empowers the COUNTY or SHA to accept title to, and jurisdiction over, and the responsibility for the maintenance of said State highway or County road, or portion thereof, from SHA or the COUNTY; and

**WHEREAS**, SHA and the COUNTY agree that the roadways included in the PROJECT shall be transferred under the authority of the Transportation Article Title 8-304, will benefit the parties of this MOU and will promote the safety, health and general welfare of the citizens of the State and the COUNTY.

**NOW THEREFORE, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH:** that for and in consideration of the mutual promises, the payment of the sum of One Dollar (\$1.00) by each party hereto unto the other, and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, be it understood that SHA and the COUNTY do hereby agree as follows:

**I. PROJECT DESCRIPTION**

**A. Generally the PROJECT consists of the IMPROVEMENTS and the MODIFICATIONS.**

**1. IMPROVEMENTS**

The IMPROVEMENTS consist of widening along MD 2/4 and construction of a New Service Road by SHA as a continuation of Main Street, across MD 2/4, which will allow for the elimination of five (5) access points along southbound MD 2/4. MD 765A from MD 2/4 to Commerce Lane will be transferred to the COUNTY. The COUNTY will repurpose the northern portion of MD 765A as a linear pocket park and the remaining portion of the roadway will be renamed Central Square Drive and serve as a COUNTY owned and maintained access road to two adjoining shopping areas. Pull in parking will be added along the western edge of Central Square Drive with an adjacent sidewalk. A walkway will also be added through the area as approved by the COUNTY to connect

Central Square Drive to MD 2/4 with minor landscaping along the path. A stair connection with a railing will be provided from the Central Square Shopping Center to the area. No other amenities will be provided by SHA. Also, the IMPROVEMENTS shall include the relocation of water and sewer mains.

## **2. MODIFICATIONS**

The MODIFICATIONS consist of roadway construction/realignment, sidewalk /construction, installation of curb, gutter, grind and overlay, drainage improvements to Commerce Lane to meet appropriate design standards. Commerce Lane will be re-designated as MD 765A.

## **II. SHA RESPONSIBILITY**

- A. Relocate COUNTY 8" Sewer Force Main, Calvert County Water Sewer. Cost to each party will be determined by prior rights.
- B. Perform all roadwork as provided for in SHA Contract CA4135370, including such things as.
  - 1. Widening MD 2/4 to provide three through lanes with a bicycle lane and a continuous auxiliary lane in each direction with a raised median.
  - 2. Widening MD 402 to provide a second receiving lane for left-turns from southbound MD 2/4.
  - 3. Installing a new sidewalk to provide pedestrian mobility.
  - 4. Enhancing drainage design for the widened roadway.
  - 5. Removing the U-Turn movement at Steeple Chase Drive.
  - 6. Removing the skewed intersection of MD 2/4 and MD 765A.
  - 7. Reconfiguring Commerce Lane to a full-movement 4-way intersection.
  - 8. Installing access control on southbound MD 2/4 north of Commerce Lane by way of an access road.
  - 9. Installing aesthetic alterations to promote a boulevard-like character.
  - 10. Restoring Mill Creek.
  - 11. Establish a roadway entrance located at approximately STA 217+32.
  - 12. Provide a right turn lane on Westbound Dares Beach Road
  - 13. Provide two left turn lanes for the entrance to be located at approximately STA 217+32.
  - 14. Provide the prior rights information pertaining to Utility Relocation costs and coordinating the necessary design changes with utility companies. Cost sharing information based on the utility prior rights will be provided to the COUNTY.
  - 15. Provide a final settlement valuation report to the COUNTY on the difference between the appraised value of the land that SHA is seeking from the COUNTY and the associated design and construction costs.
  - 16. Provide conduits to accommodate the future signal work near the approximate location at approximately STA 217+32.



17. Provide a signalized intersection at MD 2/4 and Commerce Lane before closing off the Main Street access to MD 2/4 and before transferring the roadway rights to the COUNTY
- C. Accept ownership of Commerce Lane and its adjoining appurtenances as per provisions required by SG Art. §12-402 (e)(1)(ii)
- D. Transfer ownership of MD 765A from MP 2.150 (northern terminus) to the proposed intersection with the proposed MD 765A and associated right of way to the COUNTY. SHA will only provide pavement removal, a new sidewalk and landscaping / stabilization for this area.
- E. Transfer ownership of the proposed access road from the new extension of Main Street along southbound MD 2/4, and associated right of way to COUNTY.

### **III. COUNTY RESPONSIBILITY**

- A. Transfer ownership of Commerce Lane and associated right of way to SHA.
- B. Accept ownership of the existing MD 765A Main Street from mile point (02.150) mile point (01.950) and associated right of way.
- C. Provide right of entry to SHA to all COUNTY owned property within the project limits.
- D. Costs of design and construction of the IMPROVEMENTS that accommodate the proposed COUNTY development,
  1. All costs associated with the design and construction of right turn lane on Westbound Dares Beach Road.
  2. All costs of design and construction of two left turn lanes for the entrance to be located at approximately STA 217+32.
  3. Costs of design and construction for the relocation of utilities associated with Improvements that accommodate the proposed COUNTY development. Cost will be determined based on prior rights.
  4. Costs of design and construction of conduits to accommodate the future signal work near the approximate location at approximately STA 217+32.
  5. Cost of design and construction of the IMPROVEMENTS that accommodate the proposed COUNTY developed will include SHA overhead and administrative fees.
- E. Cost for the design and construction of changes orders and revisions listed in III-D.
- F. SUFFICIENT APPROPRIATIONS: The COUNTY 's financial obligations under this Agreement are contingent upon sufficient appropriations and authorization being made by the COUNTY for the performance of this Agreement. If the COUNTY is unable to make supplemental appropriations to pay for the increase costs, SHA may, at its option, elect to discontinue construction of the PROJECT, insofar as such discontinuation shall not, in SHA's sole judgement, create a hazard to the public, or SHA may elect to continue construction of the PROJECT at its own expense while COUNTY makes a good faith effort to pay for the PROJECT.

### **IV. DESCRIPTION OF PROPERTY INTERESTS TO BE TRANSFERRED FROM SHA TO THE COUNTY**

## **IMPROVEMENTS**

1. New Service Road (no current numerical description), including all IMPROVEMENTS.
2. MD 765A Mile Point 1.95 to Mile Point 2.15. SHA shall remove pavement at the northern end. The section of road remaining shall be renamed Central Square Drive to be approved by County Planning and Zoning Department.

## **V. DESCRIPTION OF PROPERTY INTERESTS TO BE TRANSFERRED FROM THE COUNTY TO SHA**

### **MODIFICATIONS**

CO 874 Commerce Lane including all MODIFICATIONS. The road will be re-designated MD 765A.

## **VI. CONDITIONS FOR TRANSFER AND CONVEYANCE**

- A. At the PROJECT completion, the COUNTY agrees to execute a Road Transfer Agreement as soon as possible.
- B. The COUNTY shall assume full responsibility for maintenance of the roads or portions thereof included in the transfer as described in Section IV. above.
- C. The COUNTY's maintenance responsibility will become effective on the date of complete execution of a Road Transfer Agreement.
- D. New roads (Central Square Drive and New Service Road) will be included in the COUNTY inventory as of December 1 of the year referred to in item VI.C.
- E. The basis for the allocation of funds to the COUNTY will include the roadway portion beginning July 1<sup>st</sup> of the year following the date as set forth in Item VI.D above.

## **VII. GENERAL**

- A. Whenever the approval of the COUNTY or SHA is required, such approval shall not be unreasonably withheld or delayed. The parties hereto agree to cooperate with each other to accomplish the terms and conditions of this MOU.
- B. This MOU shall inure to and be binding upon the parties hereto, their agents, successors, and assigns.
- C. This MOU and the rights and liabilities of the parties hereto shall be determined in accordance with Maryland law and in Maryland courts.

- D. Subject to any limitations imposed by law, the Parties agree that each party shall be responsible for its own actions and omissions, pursuant to the performance of this MOU, and neither party shall hold the other liable with respect to any matter not arising from the other party's actions or omissions. Furthermore, the liability of the Parties shall be governed by the terms and provisions of the applicable Tort Claims Acts and relating funding provisions.
- E. Following completion of construction of the PROJECT, SHA shall own and maintain the portion of the PROJECT related to the MODIFICATIONS- Commerce Lane. Commerce Lane shall henceforth be known as MD 765A subject to SG Art. § 12- 402 (e)(1)(ii)
- F. Following completion of construction of the PROJECT, the COUNTY shall own and maintain the portion of the PROJECT related to the IMPROVEMENTS - old MD 765A and the New Service Road. Old MD 765A between the new linear pocket park and MD 765A shall henceforth be known as CO 771 (Central Square Drive).
- G. The recitals (WHEREAS clauses) are incorporated herein as part of this MOU.
- H. Upon execution of this MOU, SHA and the COUNTY hereby agree to exercise their respective property and/or contractual rights over any utility company which has been granted contractual rights by a utility permit to place, erect, bury, or otherwise construct utilities in, over, or under property in the right-of-way of either party, and to have said utility relocated at the utility company's sole expense.
- I. All parties to this MOU shall comply with the requirements of **APPENDIX A** (2 pages) and **APPENDIX E** (1 page) of SHA's Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A which generally set forth non-discriminatory regulations and other civil rights related regulations. **APPENDIX A** and **APPENDIX E** are attached hereto and incorporated herein as substantive parts of this document.
- J. All notices and/or invoices, if to the COUNTY, shall be addressed to:

Mr. P. Rai, Sharma, Director  
Department of Public Works  
Calvert County  
150 Main Street  
Suite 202  
Prince Frederick, MD 20678  
Phone: 410 535-2204  
Fax:  
E-mail: sharmapr@co.cal.md.us

If to SHA:  
Ms. Corren Johnson

State Highway Administration  
138 Defense Highway  
Annapolis, MD 21401  
Phone: 410 841-1000  
Fax: 410 841-5309  
E-mail: cjohnson24@sha.state.md.us

with a copy to:

SHA Agreements Team  
Office of Procurement and Contract Management  
State Highway Administration  
Mail Stop C-405  
707 N. Calvert Street  
Baltimore MD 21202  
Phone: 410-545-5547  
Fax: 410-209-5025  
E-mail: SHA\_Agreements\_Team@sha.state.md.us

*The remainder of this page was intentionally left blank.*

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective duly authorized officers on the day and year first above written.

STATE HIGHWAY ADMINISTRATION

WITNESS

BY:

(SEAL)

Gregory Slater  
for Administrator

8/17/17

Date

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

RECOMMENDED FOR APPROVAL:

  
Assistant Attorney General

Tim Smith, P.E.  
Deputy Administrator/Chief Engineer  
for Operations

Jason A. Ridgway, P.E.  
Deputy Administrator/Chief Engineer  
for Planning, Engineering, Real Estate  
and Environment

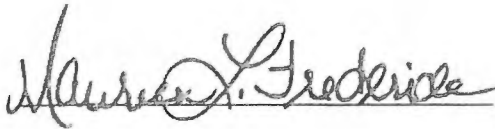
William J. Bertrand  
Director  
Office of Finance



ATTEST:

BOARD OF COUNTY  
COMMISSIONERS FOR  
CALVERT COUNTY, MARYLAND  
A body corporate and politic

WITNESS:


  
\_\_\_\_\_

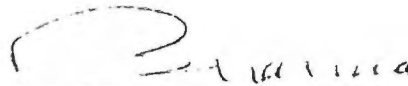
BY:  (SEAL)  
Tom Hejl  
President

7-20-17  
Date

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

RECOMMENDED FOR APPROVAL:

  
County's Attorney

  
Calvert County, Maryland

SHA

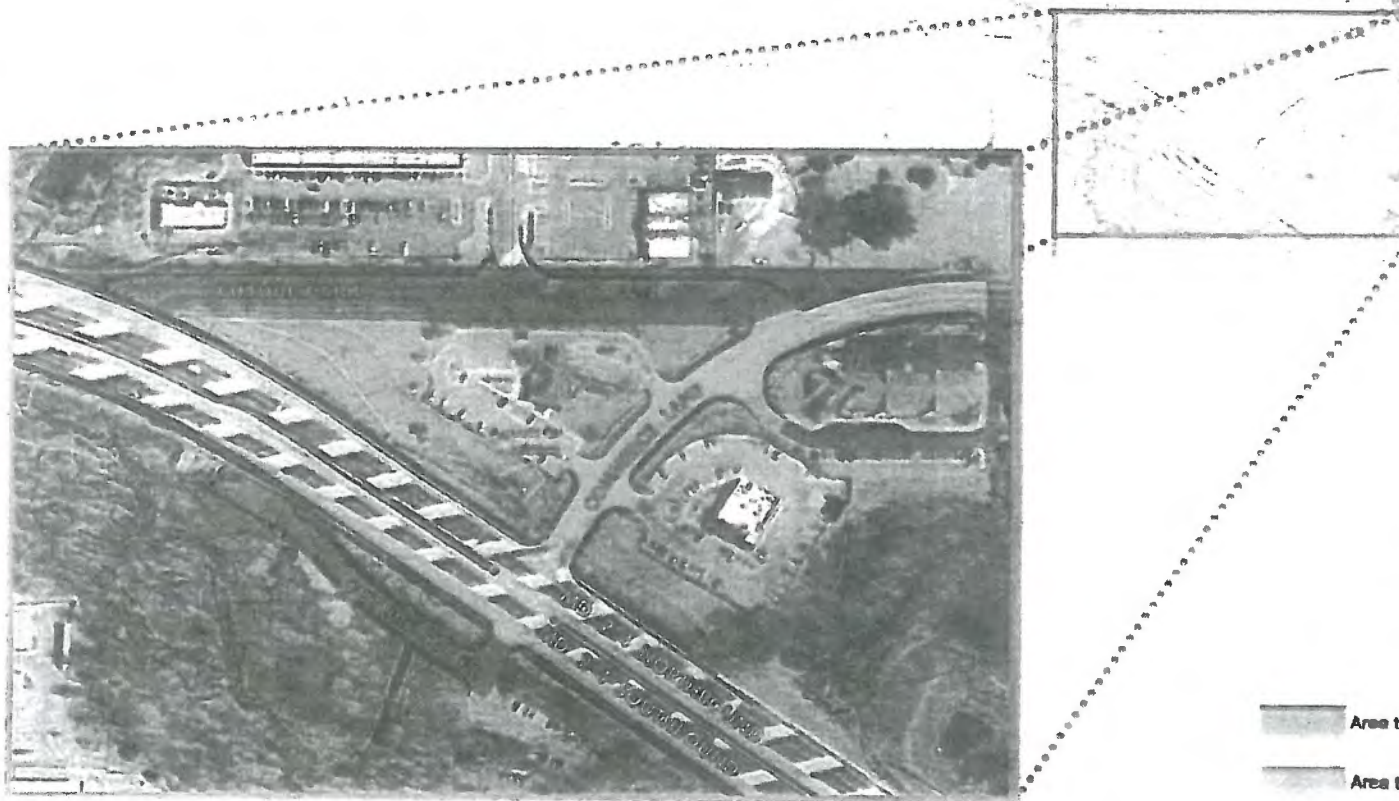
**MD 2/4 (SOLOMON'S ISLAND ROAD) PHASE II**  
**FROM FOX RIVER BOULEVARD TO SOUTH OF COMMERCE LANE**

**Legend**

1.25 Suburban Residential  
 2.00 Medium Density Residential  
 3.00 High Density Residential  
 4.00 Industrial  
 5.00 Office  
 6.00 Public Use  
 7.00 Open Space  
 8.00 Water  
 9.00 Other

1.00 Single-Family Detached  
 2.00 Single-Family Attached  
 3.00 Multi-Family  
 4.00 Commercial  
 5.00 Industrial  
 6.00 Office  
 7.00 Public Use  
 8.00 Open Space  
 9.00 Water  
 10.00 Other

# EXHIBIT 1



[Shaded Area] Area to be conveyed to Calvert County  
 [Unshaded Area] Area to be donated by Calvert County to SHA

## APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



Office of Real Estate  
Right-of-Way District 5  
138 Defense Hwy  
Annapolis, MD 21401

**ENTRY AGREEMENT  
WITH THE  
STATE HIGHWAY ADMINISTRATION  
OF THE  
DEPARTMENT OF TRANSPORTATION**

Project No:CA413A33  
Item No.: 109529 &  
109564

The Board of Calvert County Commissioners hereby grant permission to the Maryland State Highway Administration, its personnel and contractors, to enter upon our properties, shown as 435 N. Solomons Island Rd., 170 Armory Rd., and Dares Beach Rd. Prince Frederick, MD. 20678 for the purpose of laying out, opening, establishing, constructing, extending, widening, straightening, grading, and improving as a part of the State Highway System of Maryland, a highway and/or bridge, together with appurtenances thereto belonging, shown on the plans designated as Construction Contract No. CA4135370 for the improvements from Fox Run Blvd.to South Commerce Lane (phase 2, Segment 3) in Calvert County, Maryland.

I clearly understand that I will not receive any payment for this work, that the term of this agreement is limited to the time period actually necessary to perform the work described and that this agreement will expire upon completion of the work. I understand that the State Highway Administration will perform the work in a neat and work-man-like manner.

This entry agreement shall in no way be construed as the conveyance of real property from one party to the other, nor is it to be construed as the conveyance of any rights other than the right of the State Highway Administration and/or its contractor to enter that portion of the Grantor's land at 435 N Solomons Island Rd., 170 Armory Rd., Dares Beach Rd., Prince Frederick, MD. 20678, for the express purpose of improvements from Fox Run Boulevard to South Commerce Lane (phase 2, Segment 3) in Calvert County Maryland. At the termination of construction, the permission granted herein shall terminate and cease to exist.

Grantee will take all reasonable measures and exercise reasonable effort to prevent damage to Grantor's property and will instruct its contractor to do the same. In the event Grantee's contractor damages Grantor's property, Grantee will instruct its contractor to restore said property to the same or as similar a condition to the original as is possible and reasonable. Grantee requires that its contractors carry and maintain liability coverage for damage to Grantor's property, if any, due to or as a consequence of contractor's work pursuant to the contract.

Any and all construction activities on County owned property shall be strictly limited to only the agreed upon areas defined in the right-of-way plats, construction documents and the MOU agreement for this project. The County will not agree to provide any additional acquisition areas of any kind or to expand the defined limits herein.

It is hereby understood and agreed that all utility companies having facilities within the area covered by this agreement are hereby given permission to move and/or adjust the facilities as may be required in connection with the proposed project.

Nothing in this agreement prejudices the right of the State Highway Administration to enter the property through other means, including but not limited to filing a land acquisition petition pursuant to Md. Trans. Code Ann. §§ 8-318 through 8-331.

In acknowledgement of this Agreement, I set my hands this 1st day of May in the year 2018

Maureen L. Fredrick  
Witness

Evan K. Slagden  
Property Owner or Representative

Address: 435 N. Solomons Island Rd., 170 Armory Rd., and Dares Beach Rd.,  
Prince Frederick, Maryland 20678

APPROVED FOR THE STATE HIGHWAY ADMINISTRATION, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by: \_\_\_\_\_ District Engineer



Larry Hogan  
Governor  
Boyd K. Rutherford  
Lt. Governor  
Pete K. Rahn  
Secretary  
Gregory Slater  
Administrator

Date: 9/25/17

Right-of-Way, District 5  
138 Defense Highway  
Annapolis, MD 21401

RoW Project: CA413A33  
Termini: MD 2/4 Fox Run Blvd to South Commerce Lane  
Fed. Aid #: N/A  
Property: Board of Commissioners for Calvert County  
Item: 109529, 109564

**Board of Commissioners for Calvert County  
c/o Calvert County Treasurer  
175 Main Street  
Prince Frederick, MD 20678**

**\*\*\* This offer supersedes prior offers.**

The purpose of this letter is to offer, on behalf of the Maryland State Highway Administration, the sum of:

**\$1,769,250.00 (One Million Seven Hundred Sixty Nine Thousand Two Hundred Fifty Dollars)**

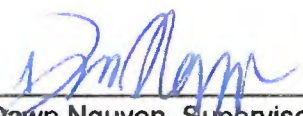
for the purchase of the right-of-way, easements, and/or other rights necessary in connection with the above-captioned project, as shown on the State Highway Administration's right-of-way plats numbered:

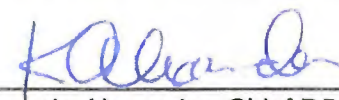
**60909, 60910, 60911 (Issued 8-11-2017)**

Listed below is a summary of the items of payment included in the foregoing monetary offer. This offer is based on the State Highway Administration's review and analysis of an appraisal made by a qualified appraiser. The representative of this office, whose signature appears below as negotiating agent, in addition to delivering this written offer, will explain the acquisition, the proposed construction, and the effect upon any adjacent property you may have remaining.

Sincerely,

State Highway Administration  
For the Maryland Department Transportation

  
Dawn Nguyen, Supervisor  
410-841-1067

  
Kamala Alexander, Chief D5  
410-841-1062

**RIGHT OF WAY APPRAISAL REPORT**

MD DEPARTMENT of  
TRANSPORTATION  
R/W CONTRACT NO.  
CA413A33

FED PROJ. NO.

(1) PROPERTY OF:  
Board of Commissioners

SIGNS OR JUNKYARD  
INVENTORY NO.

(2) LOCATION  
435 N Solomon's Island Rd N  
Prince Frederick, MD 20678

R/W ITEM NO.  
109529 & 109564

ADDRESS of OWNER 175 Main Street Prince Frederick, MD 20678

(4) TENANT OCCUPIED NO

BLDGS. TAKEN NO

WHOLE TAKING NO

(5) PLAT NUMBER(S) (Include Revision Dates) 60909, 60910 & 60911

**(6) PURPOSE OF THE APPRAISAL**

The purpose of this appraisal is to estimate the fair market value of the fee simple title and/or easement title of the land or rights to be acquired and the resulting damages, if any, to the remaining property for the State Highway Administration to which should be added, if applicable, the redemption cost at present worth basis, at time of settlement, of any special front foot benefit assessments (sewer, water, sidewalk, streets, etc.). The fair market value of property in a proceeding for condemnation shall be the price as of the valuation date for the highest and best use of such property which a seller, willing but not obligated to sell, would accept for the property, and which a buyer, willing but not obligated to buy, would pay therefor excluding any increment in value proximately caused by the public project for which the property condemned is needed, plus the amount, if any, by which such price reflects a diminution in value occurring between the effective date of legislative authority for the acquisition of such property and the date of actual taking if the trier of facts shall find that such diminution in value was proximately caused by the public project for which the property condemned is needed, or by announcements or acts of the plaintiff or its official, concerning such public project, and was beyond the reasonable control of the property owner.

**TAKING and**

**BEFORE VALUE \$9,246,912**

**AFTER VALUE \$7,477,692**

**DAMAGES \$1,769,250.00**

Pages Included In This Report **15 plus exhibits**

**(7) LIMITING CONDITIONS**

1--No responsibility is assumed for matters legal in nature, including, but not limited to, exact property lines, easements and/or encroachments, if any.

2--The information contained in this report was gathered from sources considered as reliable, but is not guaranteed.

3--Items deemed to be personal property by the SHA are not considered to be a part of this report.

\*\*\*\*\*

**CERTIFICATE OF APPRAISER**

I hereby certify that I have personally inspected the property herein appraised; that I have afforded the property owner(s) the opportunity to accompany me at the time of inspection; that I have made a personal field inspection of the comparable sales relied upon in making the appraisal; that the subject and the comparables were as represented in the photographs contained herein; that to the best of my knowledge and belief, the statements contained in this appraisal are true, and the information upon which my opinions are based are correct, subject to the limiting conditions above set forth; that I understand that the appraisal is to be used in connection with the acquisition of right-of-way for a highway to be constructed by the State of Maryland with the assistance of Federal-aid highway funds or with other Federal funds or with State funds exclusively; that this appraisal has been made in conformity with the appropriate State laws, regulations and policies and procedures applicable to appraisal of property for such purposes; that to the best of my knowledge, no portion of the value assigned to the property consists of items which are noncompensable under the established laws of the State; that neither my employment nor my compensation for making this appraisal are in any way contingent upon the values reported herein; that I have no direct or indirect present or contemplated future personal interest in this property nor in any benefit from the acquisition of the property appraised; that I have not revealed the findings and results of this appraisal to anyone other than the proper officials of the State Highway Administration of said State or officials of the Federal Highway Administration, & I will not do so until so authorized by State officials or until I am required to do so by process of law, or until I am released from this obligation by having publicly testified to these findings; that my opinion of the fair market value of the acquisition as of the 28th day of August 2017, is \$1,769,250.00 based upon my independent appraisal & the exercise of my professional judgement.

DATE 8/30/2017

THOMAS B. HERBERT

Maryland Certified General Real Estate Appraiser #79



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SUMMARY of IMPORTANT FACTS and CONCLUSIONS

Property Identification: 435 N Solomon's Island Rd  
Prince Frederick, MD 20678

Legal Description: Parcels 477, 134 & 715, block 10, tax map 24  
Deed - book 3728, page 163

Purpose of Appraisal: The purpose of this appraisal is to estimate the Market Value of fee & easement acquisitions from the property.

Date of the Appraisal: The effective date of this appraisal shall be August 28, 2017

Owner of Record: Board of County Commissioners for Calvert Co  
175 Main Street  
Prince Frederick, MD 20678

Land Area: 17.69 acres

Improvements: Site improvements projected to NOT have a long term value

Zoning: TC, Town Center (Village)

Highest and Best Use: Commercial development

Acquisition: Fee Simple – 144,028 SF  
Temporary Easement – 34,070 SF

Estimated Market Values

-Before Value: \$9,246,912

-Value of the Acquisition: \$1,769,250

-Value of the Remainder: \$7,477,692



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PHOTOGRAPHS OF SUBJECT PROPERTY

Date Taken: 8/28/2017

Date of Inspection: 8/28/2017

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View of parcel 477 looking north across Dares Beach Rd.



View of parcel 477 looking SE from across Solomon's Island Rd.

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PHOTOGRAPHS OF SUBJECT PROPERTY

Date Taken: 8/28/2017

Date of Inspection: 8/28/2017

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View of parcel 477 looking NE across Solomon's Island Rd.



View of parcel 134 looking south across Dare's Beach Rd. Some acquisition area in view.

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PHOTOGRAPHS OF SUBJECT PROPERTY

Date Taken: 8/28/2017

Date of Inspection: 8/28/2017

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View looking west along Dares Beach Rd. Parcel 477 at right & parcel 134 at left.



View looking south along Armory Rd at parcel 477 (right) frontage.



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GENERAL PROPERTY DATA

**(1) 5 Year Sales History of Subject Property:**

Deed date	Grantor	Grantee	Liber/Folio	Area	State Stamps	Indicated Price
6/6/2011	Board of Education Calvert County	Board of County Commissioners for Calvert County	3728/163	14.14 acs	None	\$1.00
6/6/2011	Brd of Ed Calvert Co	County Comm	3728/163	1.8 acs	None	\$1.00
2/13/1986	Brd of ED Calvert Co	County Comm	360/211	1.75 acres	None	None

Sales verified with:

**(2) Neighborhood Description, including service facilities:** The subject is a part of the Prince Frederick area of central Calvert County MD. The location is an estimated 45± minute drive from the Washington Metro area to the northwest & a similar drive to Annapolis to the north. The central Calvert Co area features the majority of its development concentrated in the immediate vicinity of Prince Frederick & interspersed, single family detached developments & farmland outward from this area. Neighborhood shopping in the general area is adequate to good & regional shopping is in Largo to the west & Annapolis to the north. Schools are highly thought of, recreational opportunities are adequate to good & highway access is good.

**(3) Appraisal Procedures:** A Sales Comparison (unimproved) approach will be developed in order to estimate the land value of the subject property. As the subject is essentially unimproved a Cost Approach will not be formulated. The Income Approach is not typically a good value indicator for land and thus it too shall not be developed in this appraisal.

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GENERAL PROPERTY DATA cont.

**(4) Description of Land:** The subject property, the composite of 3 independent parcels separated by Dares Beach Rd, is estimated to contain a total of 17.69 acres or 770,576 SF. An estimated 15.94 acres (parcel 477 & adjacent parcel 715) is located at the northeast corner of the intersection of Solomon's Island Rd. & Dares Beach Road. The remainder (1.75± acres) is situated at the southeast corner of the intersection of these two roadways. The larger parcel has an estimated 1,300' of frontage on the east side of MD 2/4, an estimated 550' of frontage on the north side of Dares Beach Rd (MD 402) and an estimated 940' of frontage on Armory Rd. This area has an estimated average depth of 500' between MD 2/4 & Armory Rd. The majority (all of parcel 477 – 14.14 acs) larger parcel is entirely cleared & it features level to very gently sloping terrain. This portion of the property is mowed, and improved by a ballfield and a 40± car parking lot (macadam – fair/average condition). In addition there is some chain link fencing & this portion of the property supported Calvert High School at one time. Adjacent parcel 715 (1.8 acres) is fully wooded and appears to contain some wetlands/floodplain. The other smaller parcel (parcel 134) of the property, which is estimated to contain 1.75 acres, is fully wooded and it features moderate to steep slopes with a natural drainage course bisecting it. This parcel appears to be accepting stormwater from MD 2/4 side ditching & the larger (#477) subject parcel across Dares Beach Rd via a pipe under said road. According to the DNR Merlin site it contains Palustrine wetlands. The isolated smaller parcel has an estimated 280' of frontage on MD 2/4 & 240' of frontage on Dares Beach Rd.

The subject is included in a development project currently known as Armory Square. The development as noted on a concept plan includes approximately 80 acres in addition to the subject. This mixed use development is to contain retail, grocery, restaurants and one or more "big box" stores. In addition it is currently designed to contain apartments and townhouses. The concept plans available to your appraiser indicate that the subject parcel portion of the development is to be utilized exclusively for commercial development. As best your appraiser is aware there is no formal contract between Calvert County & the developer but only some type of letter of agreement which has not been made available to the appraiser. The subject is known as Parcels 477, 715 & 134, Block 10, of State Tax Map 24 for Calvert Co. According to the MD Department of Transportation's 2015 Traffic Volume Map 43,531 cars per day travel along Solomon's Island Rd in the vicinity. Your appraiser discussed the proposed acquisition at length with the Deputy Director of Engineers as well as other engineers with the Department of Public Works on several occasions.



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GENERAL PROPERTY DATA (continued)

**(5) Extent and Effect of Landscaping:** The subject property is apparently regularly mowed but does not appear to contain any installed landscaping.

**(6) Utilities:** The subject and other improved properties in the vicinity are currently serviced by central water & sewer mains located in the adjacent rights of way which are owned & operated by Calvert County. Electric service is provided in the area by Baltimore Gas & Electric and telephone service is provided by Verizon, AT&T and a host of cell carriers. Police, fire and postal services are within 1 – 2 miles of the subject property.

<b>(7) Assessment:</b>	Account: 02 035499, 02 118483 & 02 063638 (2017-18)
	Land: \$2,364,200*
Assessment	Imps: \$ - 0 -
	Total: \$2,364,200*

\*Combined total assessment. Parcel 477 assessment is \$1,835,400, parcel 715 assessment is \$56,300 & parcel 134 is \$472,500.

**(8) Zoning:** According to the online zoning map for Calvert County the Department of Community Planning & Building the subject property, in its entirety, is zoned TC-Town Center. Parcels 477 & 715 are further classified as the New Town area of the Prince Frederick Town Center & parcel 134 is further classified as part of the Old Town Transition area. The Town Center District is intended to include all property comprehensively zoned Town Center and governed by Town Center Master Plans and Zoning Ordinances. The purpose of this District is to provide attractive, pleasant and convenient places to live, work, and shop in a town-like setting; to promote strong business growth; to provide an alternative to scattered, strip commercial development along MD 2, 4, and 2/4; to expand the choice of housing options for all ages and incomes; to reduce dependence on motorized vehicles by providing public transit alternatives and requiring that pedestrian circulation be addressed; to reduce residential growth in agricultural areas; and to provide cultural and recreational amenities serving the entire population. Permitted uses in TC Districts include assisted living facilities, attached dwellings, retail commercial buildings containing less than 25,000 SF, eating establishments without driver up facilities, funeral homes, general offices, mini storage, wholesaling, day care centers with a maximum of 19 clients, hospitals & churches. Taverns, night clubs, and lounges area permitted but are subject to a special exception if they ae to be located less than 300' from a residential structure. No part of the subject property or any adjacent property is within the Chesapeake Bay Critical Area.

*For a precise wording and/or interpretation of the zoning the Calvert County Department of Community Planning and Building should be consulted.*

**(9) Present Use:** The subject property(s) is currently uimproved save for some fencing and paved parking area situated on parcel 477.

**(10) Highest and Best Use:** The highest and best use of the subject property appears to be for retail commercial development which would be further enhanced were in included in a mixed use development such as the Armory Square project/proposal. Portions (parcels 715 & 134) of the property do not appear to have any physical development capability but their land area will contribute to the permitted development within parcel 477 (14.14 acres).

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EFFECT OF THIS ACQUISITION

**(1) Description of land and/or improvements to be acquired** An estimated total of 144,028 square feet or 3.306 acres is to be acquired in fee from the subject property. 130,403 SF of this amount is to be acquired from parcel 477 in the form of an irregular (35-167' deep) strip which parallels and abuts the property's entire MD 2/4 & Dares Beach Rd frontage. This acquisition area is cleared, mowed and has level to gently sloping terrain. The remainder (13,625 SF) of the fee take is from parcel 134 and is in the form of 2 independent strips (1-30' & 5-52' deep) abutting virtually the entire frontage along MD 2/4 and Dares Beach Rd. This fee acquisition area is wooded and most of it features significant slopes.

In addition, an estimated total of 34,070 SF or 0.783 of an acre is to be acquired as temporary easement. 26,585 SF of the easement is from parcel 477 & it is in the form of a 8-37' deep strip abutting the fee take for its entire length. The easement area is cleared land with level to gently sloping topography. The remainder of the temporary easement area (7,485 SF) is from parcel 134 and it is in the form of a 15-45' deep strip abutting all of the fee area. This area features sloping terrain and it is heavily wooded. The purpose of the temporary easement is for erosion & sediment control, construction & fine grading. Any disturbed in this area are assumed to be replaced inkind. At the end of the construction period, estimated at 1 year, all rights in the temporary easement area shall revert to the property owner. There is no acquisition area from parcel 715.

**(2) Description of remaining property and improvements remaining thereon:** The subject property will be reduced from 17.69 acres to 14.384 acres as a result of the fee acquisition. It should be noted that an estimated 13,625 SF (0.392 of an acre) of the total fee area is from parcel 134 which is projected as not to be capable of supporting active, physical development in the "before" situation. Its road frontage and access will, for all intents & purposes, be identical to that of the before situation.

**(3) Cuts and fills in relation to remaining property and their specific effect on remaining property:** Your appraiser is unaware of any planned cuts or fills which could adversely impact the remaining subject property.

**(4) Location of side ditches adjacent to remaining property and their specific effect on remaining property:** Your appraiser is unaware of any new side ditching which might be detrimental to the remaining subject property.

**(5) Location of outlet ditches on remaining property and their specific effect on the remaining property:** There do not appear to be any outlet ditches discharging stormwater onto the remaining subject property.

**(6) Highest and Best Use of Remainder:** The highest and best use of the remainder will be identical to that of the "before" situation. Reportedly any storm water management facilities constructed in the acquisition areas are to be sized to accommodate some runoff from the remaining subject property.

THE LAND VALUE (BY MARKET DATA APPROACH)

Before Value - Land Only

Land Data - Breakdown based on appraisal method used

Total Area	17.69 acres	Tillable	Commercial	770,576 SF
Frontage	1,300, 550 & 940'	Pasture	Residential	
Average Depth	500'±	Wooded	Industrial	
Building Sites	multiple	Swamp		

ADJUSTMENT SURVEY

Sale no.	Area SF/acres	Sales Price	Price per unit	Time	Location	Other	Total adj.	Indicated value per unit
#1	31,493 SF	\$625K	\$19.85	- 0 -	- 0 -	-\$8.95	-\$8.95	\$10.90
#2	52,503 SF	\$1.268M	\$24.15	- 0 -	- 0 -	-\$10.85	-\$10.85	\$13.30
#3	46,609 SF	\$975K	\$20.92	- 0 -	- 0 -	-\$9.40	-\$9.40	\$11.52
#4	76,169 SF	\$1.5M	\$19.53	- 0 -	- 0 -	-\$5.90	-\$5.90	\$13.63

Correlation of Sales Analysis: Comparable commercial lot sales & an offering indicated a gross value range of between \$19.53 and \$24.15 per square foot of land area. The uppermost sale was purchased by an existing tenant after the property owner had listed the property for sale. The second highest sale included a property which was not offered for sale that the purchaser made an unsolicited offer for and this portion of the total property "pushed" the overall unit rate considerably. All the sales were considerably smaller than the subject. After adjustment for differences a value range of \$10.90 to \$13.63 per SF was indicated. Your appraiser is of the opinion that a unit rate from the middle of the adjusted range or \$12.00 per SF (\$523,000 per acre) is most reflective of market value for the subject property (land only).

VALUE COMPUTATIONS

**BEFORE VALUE**

770,576 SF @ \$12.00 per SF \$9,246,912

**VALUE of the ACQUISITION**

*Fee*

144,028 SF @ \$12.00 per SF \$1,728,336

*Temporary Easement*

34,070 SF @ \$1.20\* per SF \$40,844  
(\* or 10% of fee value)

Total acquisition \$1,769,220

**VALUE of the REMAINDER**

\$7,477,692

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CONCLUSION AND JUSTIFICATION

Before Value (from page 10)	\$9,246,912
After Value (from page 10)	\$7,477,692
Difference	\$1,769,250 (rounded)

RECAPITULATION AND SPECIAL BENEFITS

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MARKET DATA - SALE No. 1

- |   |   |                  |                              |
|---|---|------------------|------------------------------|
| (1) Grantor:  | Laben J. McCartney, etal  | Grantee:         | 514 Solomon's Isld Road, LLC |
| (2) County:   | Calvert   | Liber & Folio:   | KPS 4234/418                 |
| (3) State Property Transfer Tax   | \$3,725   | Indicated Price: | \$745,000                    |
| (4) Record Date:  | 7/15/2013   | Deed Date:       | 7/10/2013                    |
| (5) Sale Verified With:   | K. Lusby, agent   | Date Inspected:  | 2016                         |
| (6) Location:   | 514 Solomon's Island Rd S - Prince Frederick (24-3-129)   |                  |                              |
| (7) Zoning:   | TC  | Utilities:       | public water & sewer         |
| (8) Land Size:  | 31,493 SF   | Frontage:        | 150'±                        |
|   |   | Depth:           | 210'±                        |
| (9) Improvements:   | 55 year old, 1S, masonry & frame 1S building estimated to contain 4,800 SF of above grade area & a basement. Improvements in fair to average condition at sale.   |                  |                              |
| (10) Analysis of Sale:  | Property has excellent exposure and access to Solomon's Island Rd MD 2/4). According to the sales agent the property was on the market (orig list - \$795K) for 60 days prior to the contract which resulted in this sale. Highest and best use is for continued commercial utility which ultimately may include redevelopment. Arms length transaction at \$19.85 per SF after a \$120,000 (\$25/SF) deduction for improvement contributory value. |                  |                              |
| (11) Discussion and Explanation of the Degree of Comparability to Subject Property: | The subject is considerably larger than the sale & typically the market indicates that sites that are significantly larger sell at lesser unit rates.   |                  |                              |

Size:	- \$8.95	
Net Adjustment:	- \$8.95	(\$10.90)

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(12) PHOTOGRAPHS - Date Taken: 2016 Taken By: TBH





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MARKET DATA - SALE No. 2

- |   |  |                  |  |
|---|--|------------------|--|
| (1) Grantor:  | Car Mat 1, LLC   | Grantee:         | Pingree 2000 Real Estate Holdings, LLC |
| (2) County:   | Calvert  | Liber & Folio:   | KPS 4708/235                           |
| (3) State Property Transfer Tax   | \$6,750  | Indicated Price: | \$1,350,000                            |
| (4) Record Date:  | 2/2/2016   | Deed Date:       | 1/26/2016                              |
| (5) Sale Verified With:   | Rich Sillery, agent  | Date Inspected:  | 2016                                   |
| (6) Location:   | 520 Solomon's Island Rd S – Prince Frederick (24-3-127 & 734)  |                  |  |
| (7) Zoning:   | TC   | Utilities:       | public water & sewer                   |
| (8) Land Size:  | 52,503 SF  | Frontage:        | 150'±                                  |
|   |  | Depth:           | 210'±                                  |
| (9) Improvements:   | 65+ year old, 1S, masonry & frame 1S building estimated to contain 1,364 SF of above grade area. Improvements have undergone a comprehensive (interior & exterior) renovation in recent past and are estimated as in good condition at sale.   |                  |  |
| (10) Analysis of Sale:  | Property has excellent exposure and access to Solomon's Island Rd MD 2/4 & Prince Frederick Blvd. It was purchased by the existing tenant (Enterprise). Highest and best use is for continued commercial highway utility which may include expanded development. Arm's length transaction at \$24.15 per SF after an \$82,000 (\$60/SF) adjustment for improvement contributory value. |                  |  |
| (11) Discussion and Explanation of the Degree of comparability to Subject Property: | The subject is considerably larger than the sale.  |                  |  |

Size:	-	\$10.85	
Net Adjustment:	-	\$10.85	(\$13.30)

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(12) PHOTOGRAPHS - Date Taken: 2016 Taken By: TBH





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MARKET DATA - SALE No. 3

- |   |   |                  |                          |
|---|---|------------------|--------------------------|
| (1) Grantor:  | Mitchell Enterprises Greenbelt, LLC   | Grantee:         | Kody Holdings, LLC       |
| (2) County:   | Calvert   | Liber & Folio:   | KPS 4070/153             |
| (3) State Property Transfer Tax   | \$5,975   | Indicated Price: | \$1,195,000              |
| (4) Record Date:  | 12/7/12   | Deed Date:       | 11/28/12                 |
| (5) Sale Verified With:   | S. Showalter, agent   | Date Inspected:  | 2012                     |
| (6) Location:   | 15 Duke St – Prince Frederick (24-16-178)   |                  |                          |
| (7) Zoning:   | TC  | Utilities:       | public water & sewer     |
| (8) Land Size:  | 46,609 SF   | Frontage:        | 216 & 170'± Depth: 216'± |
| (9) Improvements:   | 1S, masonry & frame bank branch building originally constructed in 1964 and estimated to contain 3,684 SF of floor area. Improvements in above average to good condition at sale though grantee gutted them including moving interior walls.  |                  |                          |
| (10) Analysis of Sale:  | Property has excellent exposure and access to Solomon's Island Rd MD 2/4). According to the sales agent the property was on the market (orig list - \$1.250M) for 55 days prior to the contract which resulted in this sale. Highest and best use is for commercial development. Arms length transaction. After deduction of \$220,000 (\$60.00/SF) for improvement contributory value a land value of \$20.92 per SF is indicated. |                  |                          |
| (11) Discussion and Explanation of the Degree of Comparability to Subject Property: | The subject is considerably larger than the sale.   |                  |                          |

Size: -\$9.40  
Net Adjustment: -\$9.40 (\$11.52)

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(12) PHOTOGRAPHS - Date Taken: 2012 Taken By: TBH



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MARKET DATA - SALE No. 4

- |   |  |                  |                              |
|---|--|------------------|------------------------------|
| (1) Grantor   | Rivera & Lusby   | Grantee:         | 810 Solomon's Island Rd, LLC |
| (2) County:   | Calvert  | Liber & Folio:   | 4988/204 & 209               |
| (3) State Property Transfer Tax   | \$7,500  | Indicated Price: | \$1,500,000                  |
| (4) Record Date:  | 5/8/2017   | Deed Date:       | 4/27/2017                    |
| (5) Sale Verified With:   | S. Showalter, agent  | Date Inspected:  | 2017                         |
| (6) Location:   | 806 & 810 Solomon's Island Rd N – Prince Frederick (24-3-92 & 234)   |                  |                              |
| (7) Zoning:   | TC   | Utilities:       | public water & sewer         |
| (8) Land Size:  | 76,769* SF   | Frontage:        | 252 & 18'±    Depth: 275'±   |
| (9) Improvements:   | Property(s) contained 2 older (1940 & 1965) originally residential structures in fair to average condition. Improvements felt to have very limited contributory value.   |                  |                              |
| (10) Analysis of Sale:  | *Two, adjacent properties (46,323 & 30,466 SF; \$750K each) with good exposure and access to Solomon's Island Rd (MD 2/4). Both sales are somewhat above the grade level of the adjacent roadway & will require grading & perhaps some soil removal. According to the sales agent the 806 property had been on the market approximately 2 years. The 810 sale was apparently the product of an unsolicited offer by the contract purchaser of 810 and this sale pushed the resulting overall unit rate considerably. Highest and best use is for commercial redevelopment. Arm's length transaction at \$19.53 per SF with no regard for the structures. |                  |                              |
| (11) Discussion and Explanation of the Degree of Comparability to Subject Property: | The subject's topography is superior to that of the sale/offering. On the other hand, the subject is considerably larger than the sale.  |                  |                              |

Topography:	+\$2.90	
Size:	-\$8.80	
Net Adjustment:	-\$5.90	(\$13.63)

---

(12) PHOTOGRAPHS - Date Taken: 2017 Taken By: TBH







RR	RESTAURANT/RETAIL
TH	TOWNHOUSES
APT	APARTMENTS
SS	SMALL SHOPS

## CONCEPT PLAN

## ARMORY SQUARE



**R. A. BARRETT  
& ASSOCIATES, INC.**

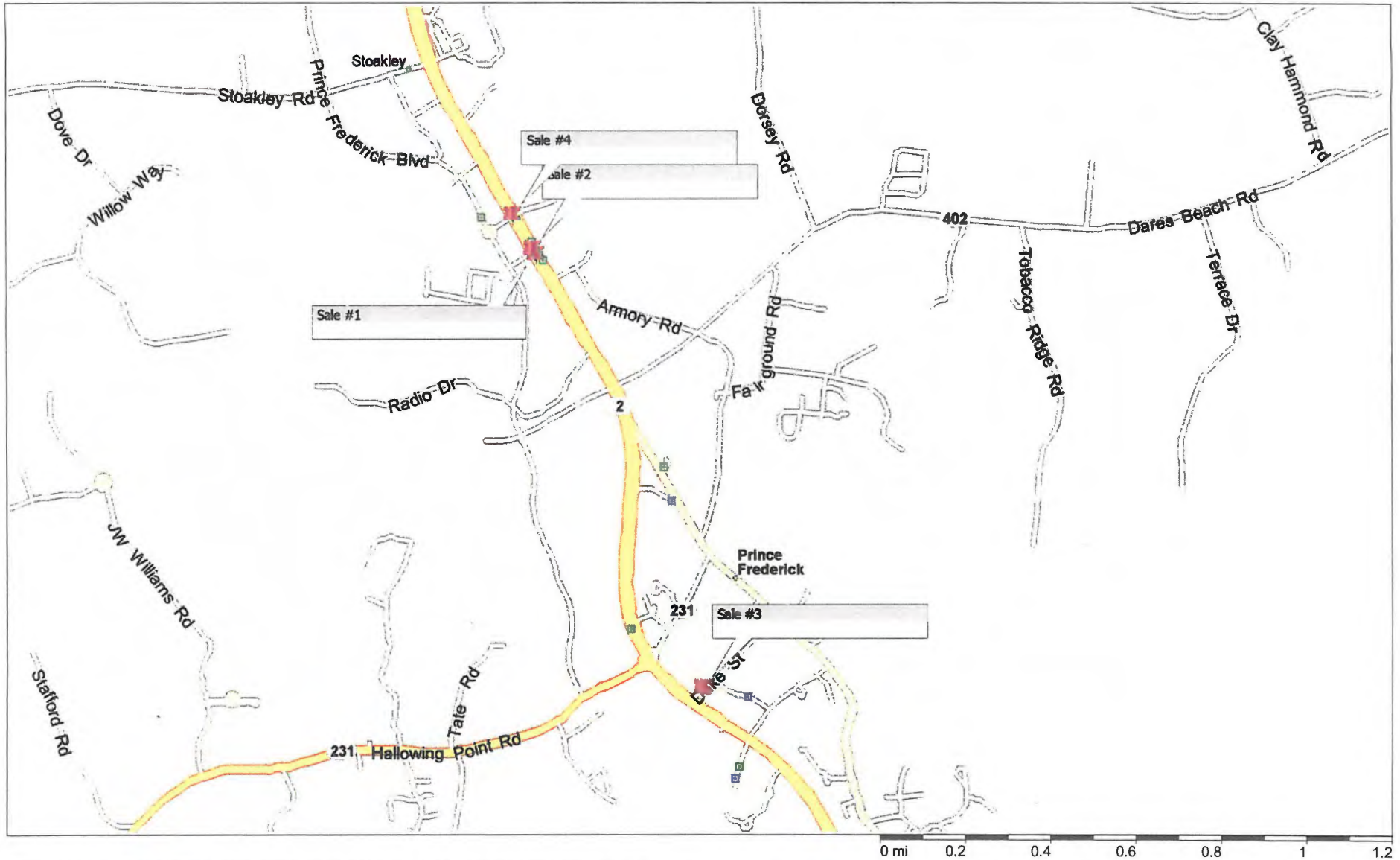
**ENGINEERS & SURVEYORS**  
100 JBSAIL DR. SUITE 103  
PRINCE FREDERICK, MD 20678  
410-257-2255 301-856-6584 FAX 410-257-3782

CONCEPT 13

THIS DRAWING WAS PRESENTED TO THE CALVERT COUNTY PLANNING COMMISSION ON DECEMBER 9, 2015 AS A CONCEPT ONLY WHICH MEANS THE FINAL PLAN MAY HAVE SUBSTANTIVE CHANGES. THE INFORMATION CONTAINED DOES NOT IMPLY OR ASSUME ANY APPROVAL, AUTHORIZATION OR ENDORSEMENT HAS BEEN GIVEN TO OR WITH THIS DRAWING. THIS DRAWING IS PROVIDED AS INFORMATION ONLY AND IS THE PROPERTY OF R. A. BARRETT.

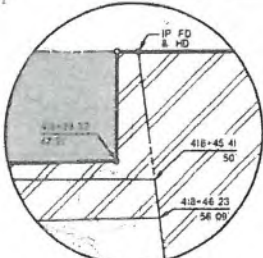


# Prince Frederick, Maryland, United States



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INSET 'A'  
NOT TO SCALE

REC'D	FOLIO
LIBER	
TEMPORARY EASEMENT AREA	845 SQ. FT. OR 0.019 ACRES±
SHOWN THUS	▨

REC'D	FOLIO
LIBER	
TEMPORARY EASEMENT AREA	845 SQ. FT. OR 0.019 ACRES±
SHOWN THUS	▨

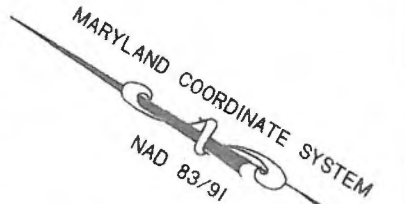
REC'D	FOLIO
LIBER	
TEMPORARY EASEMENT AREA	845 SQ. FT. OR 0.019 ACRES±
SHOWN THUS	▨

REC'D	FOLIO
LIBER	
TEMPORARY EASEMENT AREA	845 SQ. FT. OR 0.019 ACRES±
SHOWN THUS	▨

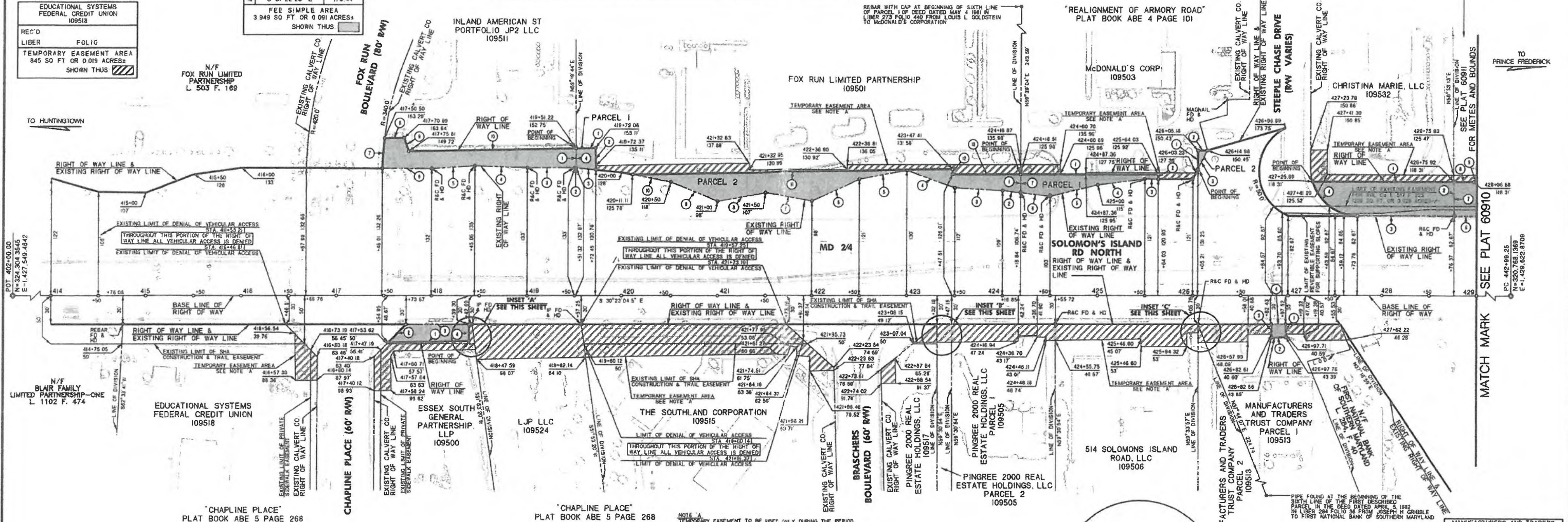
REC'D	FOLIO
LIBER	
TEMPORARY EASEMENT AREA	845 SQ. FT. OR 0.019 ACRES±
SHOWN THUS	▨

REC'D	FOLIO
LIBER	
TEMPORARY EASEMENT AREA	845 SQ. FT. OR 0.019 ACRES±
SHOWN THUS	▨

REC'D	FOLIO
LIBER	
TEMPORARY EASEMENT AREA	845 SQ. FT. OR 0.019 ACRES±
SHOWN THUS	▨



BOARD OF COUNTY COMMISSIONERS  
FOR CALVERT COUNTY, MARYLAND  
109529



REC'D	FOLIO
LIBER	
TEMPORARY EASEMENT AREA	845 SQ. FT. OR 0.019 ACRES±
SHOWN THUS	▨

REC'D	FOLIO
LIBER	
TEMPORARY EASEMENT AREA	845 SQ. FT. OR 0.019 ACRES±
SHOWN THUS	▨

REC'D	FOLIO
LIBER	
TEMPORARY EASEMENT AREA	845 SQ. FT. OR 0.019 ACRES±
SHOWN THUS	▨

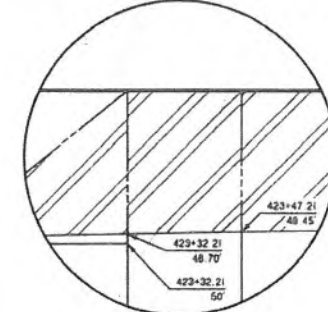
REC'D	FOLIO
LIBER	
TEMPORARY EASEMENT AREA	845 SQ. FT. OR 0.019 ACRES±
SHOWN THUS	▨

REC'D	FOLIO
LIBER	
TEMPORARY EASEMENT AREA	845 SQ. FT. OR 0.019 ACRES±
SHOWN THUS	▨

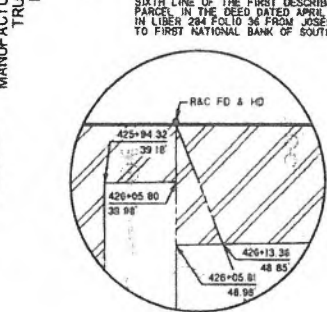
REC'D	FOLIO
LIBER	
TEMPORARY EASEMENT AREA	845 SQ. FT. OR 0.019 ACRES±
SHOWN THUS	▨

REC'D	FOLIO
LIBER	
TEMPORARY EASEMENT AREA	845 SQ. FT. OR 0.019 ACRES±
SHOWN THUS	▨

REC'D	FOLIO
LIBER	
TEMPORARY EASEMENT AREA	845 SQ. FT. OR 0.019 ACRES±
SHOWN THUS	▨



INSET 'B'  
NOT TO SCALE



INSET 'C'  
NOT TO SCALE

REC'D	FOLIO
LIBER	
TEMPORARY EASEMENT AREA	845 SQ. FT. OR 0.019 ACRES±
SHOWN THUS	▨

I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN HEREON ARE CORRECT AND ARE BASED ON THE FIELD SURVEY PERFORMED UNDER MY SUPERVISION, AND THE RECORD DESCRIPTIONS THEREOF, AND THAT THIS PLAT MEETS THE REQUIREMENTS AS CONTRACTED FOR BY THE MARYLAND DEPARTMENT OF TRANSPORTATION - STATE HIGHWAY ADMINISTRATION.

PAUL S. ELLIOTT  
PROFESSIONAL LAND SURVEYOR  
DATE 8-9-17  
MD REG. NO. 21116  
EXP. DATE 1/16/2018



LEGEND

- REVERTIBLE EASEMENT FOR SUPPORTING SLOPES
- REVERTIBLE EASEMENT OR RIGHT FOR SPECIAL PURPOSE AS INDICATED BY NOTATION ON PLAT
- PERPETUAL EASEMENT FOR SPECIAL PURPOSE AS INDICATED BY NOTATION ON THIS PLAT
- PERPETUAL EASEMENT FOR DRAINAGE FACILITY AS INDICATED BY NOTATION ON THIS PLAT (ARROW INDICATES GENERAL DRAINAGE PATTERN)
- PERPETUAL EASEMENT TO DISCHARGE FLOW OF WATER FROM OR INTO EXISTING WATERWAY OR NATURAL DRAINAGE COURSE
- PERPETUAL EASEMENT TO DISCHARGE FLOW OF WATER UPON EXISTING GROUND
- APPROPRIATE GENERAL DRAINAGE FLOW PATTERN (NOT TO SCALE FOR EXPLANATORY PURPOSE ONLY)

SENT TO RECORD OFFICE \_\_\_\_\_ 20  
APPROVED BY CHAIRMAN \_\_\_\_\_ 20

BOOKS	REVISIONS	PART OF PLATS	LOCATED IN	CALVERT	COUNTY
18322 (BL) 19029 (BL) 25132 (TRAV) 25728 (M&B)	REPLACES PART OF PLAT 80386	4245 4246 34402 (REV 6-23-67) 34403 (REV 12-7-66) 38231 37219 (REV 7-13-70) 40429	STV INCORPORATED	PLAT ENGINEER	
CONSTRUCTION PROJECT: FOX RUN BOULEVARD TO SOUTH COMMERCE LANE (PHASE 2, SEGMENT 3)					
CONSTRUCTION PROJECT NO. CA4135370					

STATE OF MARYLAND  
DEPARTMENT OF TRANSPORTATION  
STATE HIGHWAY ADMINISTRATION  
STATE ROADS COMMISSION

RIGHT OF WAY PROJECT: FOX RUN BOULEVARD TO SOUTH COMMERCE LANE (PHASE 2, SEGMENT 3)  
RIGHT OF WAY PROJECT NO. CA413.3  
FEDERAL AID PROJECT NO. \_\_\_\_\_  
ISSUED August 11, 2017  
SCALE 1" = 50'  
PLAT No. 60909



MARYLAND COORDINATE SYSTEM  
NAD 83/91SOUTHERN MARYLAND  
ELECTRIC COOPERATIVE, INC.  
109509

REC'D

LIBER

FOLIO

TEMPORARY EASEMENT AREA  
3,158 SQ. FT. OR 0.072 ACRES±  
SHOWN THUS: ALOHA I, LLC  
109504

REC'D

LIBER

FOLIO

TEMPORARY EASEMENT AREA  
1,312 SQ. FT. OR 0.030 ACRES±  
SHOWN THUS: RADIO DRIVE LLC  
109520

REC'D

LIBER

FOLIO

TEMPORARY EASEMENT AREA  
9,214 SQ. FT. OR 0.212 ACRES±  
SHOWN THUS: KING INVESTMENTS, L.L.C.  
109530

REC'D

LIBER

FOLIO

TEMPORARY EASEMENT AREA  
2,522 SQ. FT. OR 0.058 ACRES±  
SHOWN THUS: KING INVESTMENTS, L.L.C.  
109508

REC'D

LIBER

FOLIO

1	N 29°31'41" W	6.82'
2	S 60°28'19" W	10.00'
3	N 29°31'41" W	20.44'
4	N 60°28'19" E	11.75'
5	S 30°23'04" E	26.42'
6	S 38°55'56" W	2.30'

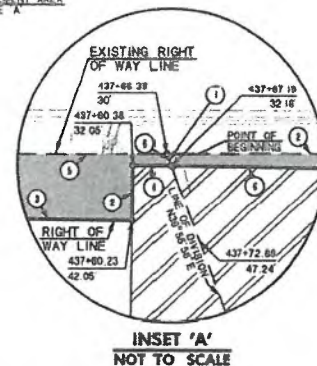
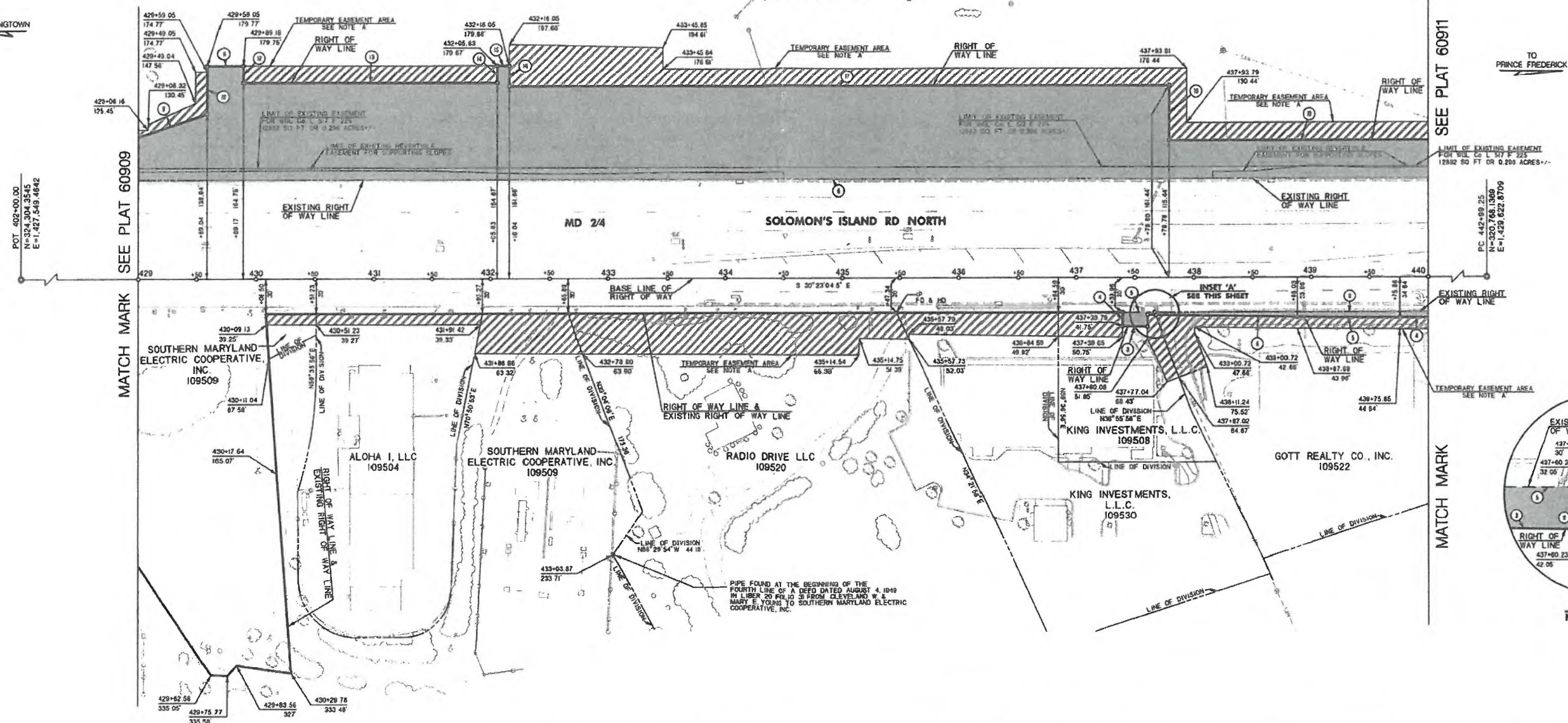
FEE SIMPLE AREA  
257 SQ. FT. OR 0.006 ACRES±  
SHOWN THUS: TEMPORARY EASEMENT AREA  
1,922 SQ. FT. OR 0.044 ACRES±  
SHOWN THUS: GOTT REALTY CO., INC.  
109522

REC'D

LIBER

FOLIO

1	N 38°55'56" E	2.30'
2	S 30°23'04" E	333.62'
3	S 85°28'06" W	5.20'
4	N 30°21'43" W	121.88'
5	R = 6036.00' L = 87.83'	
6	CHD. N 29°56'42" W	87.83'
	N 29°31'41" W	120.85'

FEE SIMPLE AREA  
1,331 SQ. FT. OR 0.031 ACRES±  
SHOWN THUS: TEMPORARY EASEMENT AREA  
6,148 SQ. FT. OR 0.141 ACRES±  
SHOWN THUS: BOARD OF COUNTY COMMISSIONERS  
FOR CALVERT COUNTY, MARYLAND  
109528SEE PLAT 60911  
FOR METES AND BOUNDS

NOTE 'A'  
TEMPORARY EASEMENT TO BE USED ONLY DURING THE PERIOD OF CONSTRUCTION FOR THE PURPOSE OF EROSION AND SEDIMENT CONTROL, CONSTRUCTION AND FINE GRADING AND AT THE TERMINATION OF THE CONSTRUCTION ALL RIGHTS HEREBY ACQUIRED BY THE STATE HIGHWAY ADMINISTRATION - STATE ROADS COMMISSION SHALL THEN TERMINATE AND REVERT TO THE PROPERTY OWNERS.

COORDINATES AND BEARINGS SHOWN HEREON ARE REFERENCED TO THE SYSTEM OF COORDINATES ESTABLISHED BY THE MARYLAND COORDINATE SYSTEM (NAD83/91) AND ARE BASED ON THE FOLLOWING STATE HIGHWAY ADMINISTRATION PLATS AND SURVEYS

DESIGNATION	NORTH	EAST	BOOK/PAGE	POINT DESCRIPTION
PP27	319558.546	1429912.212	26132/16	RR SPWKE
PP28	320758.070	1429855.548	26132/16	REBAR & CAP
PP29	320527.032	1429824.780	26132/17	REBAR & CAP

I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN HEREON ARE CORRECT AND ARE BASED ON THE FIELD SURVEY PERFORMED UNDER MY SUPERVISION, AND THE RECORD DESCRIPTIONS THEREOF, AND THAT THIS PLAT MEETS THE REQUIREMENTS AS CONTRACTED FOR BY THE MARYLAND DEPARTMENT OF TRANSPORTATION - STATE HIGHWAY ADMINISTRATION

DATE 8-9-17  
PAUL S. EWELL  
PROFESSIONAL LAND SURVEYOR  
MD REG. NO. 21116  
EXP. DATE 1/18/2018



LEGEND

- REVERSIBLE EASEMENT FOR SUPPORTING SLOPES
- PERPETUAL EASEMENT OR RIGHT FOR SPECIAL PURPOSE AS INDICATED BY NOTATION ON THIS PLAT
- PERPETUAL EASEMENT FOR SPECIAL PURPOSE AS INDICATED BY NOTATION ON THIS PLAT
- PERPETUAL EASEMENT FOR DRAINAGE FACILITY AS INDICATED BY NOTATION ON THIS PLAT (ARROW INDICATES DRAINAGE PATTERN)
- PERPETUAL EASEMENT TO DISCHARGE FLOW OF WATER FROM OR INTO EXISTING WATERWAY OR NATURAL DRAINAGE COURSE
- PERPETUAL EASEMENT TO DISCHARGE FLOW OF WATER UPON EXISTING GROUND
- APPROXIMATE GROUND DRAINAGE - LOW FLOW (NOT TO SCALE FOR EXPLANATORY PURPOSE ONLY)

SENT TO RECORD OFFICE 20  
APPROVED BY CHAIRMAN 20

BOOKS  
16322 (BL)  
10029 (BL)  
25132 (TRAV)  
25728 (M&B)

REVISIONS  
4246  
4247  
34403  
(REV 12-7-60)  
37295  
(REV 7-13-70)

PART OF PLAT  
REPLACES  
PART OF PLAT  
60389

LOCATED IN CALVERT COUNTY

PREPARED BY STV INCORPORATED

PLAT ENGINEER

CONSTRUCTION PROJECT: FOX RUN BOULEVARD TO SOUTH COMMERCE LANE (PHASE 2, SEGMENT 3)

CONSTRUCTION PROJECT NO. CA4135370

STATE OF MARYLAND  
DEPARTMENT OF TRANSPORTATION  
STATE HIGHWAY ADMINISTRATION  
STATE ROADS COMMISSION

RIGHT OF WAY PROJECT: FOX RUN BOULEVARD TO SOUTH COMMERCE LANE (PHASE 2, SEGMENT 3)  
RIGHT OF WAY PROJECT NO. CA413\_3

FEDERAL AID PROJECT NO. 2017

ISSUED August 11, 2017  
CHIEF, PLATS AND SURVEYS DIVISION

SCALE 1" = 50'  
PLAT No. 60910



